



Signed and Filed: September 10, 2021

Dennis Montali

DENNIS MONTALI
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re:) Bankruptcy Case
PG&E CORPORATION,) No. 19-30088-DM
) Chapter 11
- and -) Jointly Administered
PACIFIC GAS AND ELECTRIC COMPANY,)
)
Reorganized Debtors.) Date: September 14, 2021
) Time: 11:00 AM
) Via Zoom videoconference
☐ Affects PG&E Corporation) www.canb.uscourts.gov/calendars
☐ Affects Pacific Gas and)
Electric Company)
☒ Affects both Debtors)
)
* All papers shall be filed in)
the Lead Case, No. 19-30088 (DM).)

ORDER REGARDING SEPTEMBER 14, 2021, 11:00 AM HEARING ON THE
OBJECTION TO THE CLAIM OF THE STATE OF CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT

Each side will have twenty minutes for oral argument,
inclusive of time for questions by the court. Counsel for the
Department should argue first and may reserve a portion of the
time for rebuttal.

As a preliminary matter, the court needs confirmation that
the "commercial modular" is covered by Health & Safety Code

1 section 18116.1 at all, as that section and section 18075 appear
2 to cover manufactured homes, mobilehomes, commercial coaches,
3 truck campers, and floating homes." There is no mention of the
4 prior term.

5 To focus more specifically on the narrow legal issue
6 presented, assume that PG&E has only one commercial modular on
7 which the Department asserts a lien for \$261 as of the
8 applicable expiration date in 2018 (See Dkt. 10918, at 2:19).
9 Assume no bankruptcy had been filed in January, 2019 or
10 thereafter. Under the Debtors' theory, the Department would
11 have had to file suit for maybe \$300-400 by four years from the
12 2018 expiration or have nothing: no lien, no right to collect,
13 and an obligation to issue a new certificate of title or
14 registration to a party purchasing the commercial modular from
15 PG&E.

16 Consider, also, whether even if the Department could not
17 affirmatively pursue collection, why couldn't it assert its lien
18 defensively to a demand by PG&E to deliver clear title? It may
19 not be enough, and in fact be circular, to cite to Cal. Civ Code
20 section 2911, as that only applies to the lapse of time within
21 which, under the provisions of the Code of Civil Procedure, an
22 action can be brought upon the principal obligation.

23 **END OF ORDER**
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COURT SERVICE LIST

ECF Recipients